

DENIED

BY ORDER OF THE COURT

Defendant has not made an appearance in this action and, on the copy of the consent judgment signed by Ha Pham, Pham crossed out the title “Owner” and replaced it with “Manager.” (Doc. 10-1.) The Court, therefore, lacks sufficient proof that Defendant stipulated to the judgment. Date: August 28, 2017
Judge Josephine L. Staton

**IN THE UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

BELAVA, LLC, a California Limited
Liability Company,

Plaintiff,

vs.

DION NAILS SUPPLY, INC. (d/b/a
SKYLARK NAIL SUPPLY), a California
Corporation,

Defendant.

Case No.: 8:17-cv-01245-JLS-JDE

**STIPULATED CONSENT JUDGMENT
AND PERMANENT INJUNCTION
[PROPOSED]**

This Stipulated Consent Judgment and Permanent Injunction (“Consent Judgment”) is entered into by and between Plaintiff, Belava, LLC (“Belava”) and Defendant, Dion Nails Supply, Inc. (d/b/a Skylark Nail Supply), subject to approval by the Court.

On July 20, 2017, Belava initiated this action against Defendant alleging infringement of U.S. Patent No. D504,178 S. Belava makes and sells disposable lines for tubs used during pedicures (“Belava Liners”). Belava also makes and sells the tubs for use with the liners (“Belava Tubs”). The complaint arose from Defendant’s sale of disposable liners for tubs used during pedicures (“Accused Liners”) and tubs (“Accused Tub”). Defendant was served with the complaint in this Action on July 21, 2017.

1 The Defendant wishes to conclude this litigation with Belava without contesting the
2 Action, nor the validity or enforceability of the patent-in-suit.

3 Belava and the Defendant hereby agree to entry of this Consent Judgment.

4 NOW, THEREFORE, IT IS HEREBY STIPULATED, ORDERED AND
5 ADJUDGED,

6 1. This is an action for patent infringement (35 U.S.C. § 101 et seq.).

7 2. With respect to the patent infringement claim, this Court has original and/or
8 exclusive jurisdiction over the subject matter and the Defendant under 28 U.S.C. §§ 1331
9 and 1338(a) and (b). Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b).

10 3. Defendant admits that Belava is the owner of all right, title and interest in and
11 to the patent-in-suit.

12 4. Defendant does not contest that the patent-in-suit is valid and enforceable.

13 5. Defendant represents that it has ceased all sales of the Accused Liners and
14 Accused Tubs.

15 6. Effective as of the date this Consent Judgment and Permanent Injunction is
16 entered by the Court, the Defendant and its affiliates and their respective agents,
17 representatives, subsidiaries, directors, principals, officers, successors, assigns, and all
18 others acting in concert or participation with them, and each of them, are hereby
19 permanently enjoined and restrained from importing into the United States, making, using,
20 offering to sell and selling the Accused Liners and the Accused Tubs, as well as any product
21 that is a colorable imitation of those products or the Belava Liner or Belava Tub.

22 7. The Parties shall bear their own costs and attorney fees.

23 8. This Consent Judgment constitutes a final judgment concerning the subject
24 matter of this action.

25 10. The Parties waive any right to appeal from this Consent Judgment and
26 Permanent Injunction.

27 11. This Court shall retain jurisdiction to enforce the terms and provisions of this
28 Consent Judgment and the Permanent Injunction stipulated to herein.

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2 SO STIPULATED AND CONSENTED:

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4 Dated: _____

FITCH, EVEN, TABIN & FLANNERY LLP

5 By: _____

6 Jon A. Birmingham
7 Attorney for Plaintiff
8 Belava, LLC

9 Dated: _____

By: _____

10 Ha Pham
11 Owner
12 Dion Nails Supply, Inc.

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14 **SO ORDERED**

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Dated: _____

DENIED
BY ORDER OF THE COURT
By: _____